

**SECOND LEASE AMENDMENT
BETWEEN
THE PORT OF PORTLAND
AND
BENSON INDUSTRIES, INC.**

THIS SECOND LEASE AMENDMENT ("Amendment No. 2") effective as of June 1, 2002, is entered into by and between THE PORT OF PORTLAND, a port district of the State of Oregon (the "Port") and BENSON INDUSTRIES, INC. ("Lessee").

RECITALS

A. The Port and Lessee executed a Lease of Improved Space dated effective July 1, 2001, as amended by First Lease Amendment ("Amendment No. 1") dated effective February 1, 2002, pursuant to which Lessee leased Warehouse 101 and Warehouse 103 at Terminal 1 North from the Port (Port Lease No. 2001-086) (the "Lease").

B. Lessee desires to change the scheduled termination date of its lease of Warehouse 101 from June 30, 2002 to September 30, 2002.

C. The Port will lease other areas at Terminal 1 North to the City of Portland (the "City"), beginning June 3, 2002, and thereafter Lessee will not be able to use any yard area outside its designated Premises.

NOW, THEREFORE, the parties, intending to be legally bound by the terms and conditions contained in this Amendment No. 2 and in consideration of the mutual covenants set forth below, agree as follows:

AGREEMENT

1. AGREEMENT TO LEASE AND DESCRIPTION OF PREMISES

The first two sentences of Section 1.1 of the Lease, as revised by Amendment No.1, are hereby deleted and the following sentences are substituted therefor:

The Port leases to Lessee and Lessee leases from the Port, on the terms and conditions stated below, all of Warehouse 101, including specified adjacent yard area, located in Terminal 1 North as approximately shown on attached **Exhibit A2**, together with all Improvements located thereon or to be located thereon ("Warehouse 101"). The space leased to Lessee pursuant to this Section 1.1 is hereinafter called the "Premises."

2. TERM

Section 2 of the Lease, as set out in Amendment No. 1, is hereby deleted and the following provision is substituted therefor:

With respect to Warehouse 101, the term of this Lease shall commence on July 1, 2001 ("Commencement Date") and terminate September 30, 2002 ("Expiration Date"). With respect



to Warehouse 103, the term of the Lease commenced on February 1, 2002 and terminates May 31, 2002.

3. RENT

Section 3.1 of the Lease, as set out in Amendment No. 1, is hereby deleted and the following provision is substituted therefor:

With respect to Warehouse 101, Lessee shall pay to the Port monthly rent in the amount of thirteen thousand and eight hundred dollars (\$13,800) which is based upon a rate of \$0.23 per square foot per month multiplied by sixty thousand (60,000) square feet. Said monthly rent shall be referred to, collectively, as "Basic Rent." All other sums which become payable by Lessee to the Port shall be considered "Additional Rent" due under this Lease. "Rent," as used herein, shall mean all such Additional Rent, together with Basic Rent.

4. ENTRANCE GATE

Lessee is required under Section 1.4 of the Lease to use Gate 21, which gate is used by other tenants of Terminal 1 North. At some point between June 3, 2002 and September 30, 2002, the City will be constructing an alternate gate for Lessee's use, Gate 21B. After Gate 21B has been installed by the City, Lessee shall cause its agents, employees, representatives, invitees, and all vehicle traffic associated with Lessee's operations to use Gate 21B, as shown on **Exhibit A2**, as the primary ingress and egress route for access to and from the Premises. Lessee's use of Gate 21B shall be exclusive to Lessee and Lessee shall keep Gate 21B closed when not in use. Until such time as Gate 21B has been installed, and except as modified herein, all provisions of Section 1.4 shall remain in effect.

5. SAVINGS CLAUSE

Except as expressly modified by this Amendment No. 2, the Lease shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 as of the date set forth above.

BENSON INDUSTRIES, INC.

By: [Signature]

Title: T. Benson

PORT OF PORTLAND

By: [Signature]
Bill Wyatt, Executive Director

APPROVED AS TO LEGAL
SUFFICIENCY FOR THE PORT
OF PORTLAND

By: [Signature]
Counsel for the Port of Portland

